

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CITY OF FLAGSTAFF

THIS AGREEMENT is entered into 2nd July, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF FLAGSTAFF acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(F) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State has approved the exchange of \$126,000.00 in Highway User Revenue Funds (HURF) to the City for design of improvements to SR-66 (bus pullouts) and such funds will be repaid to the State by withholding from the Flagstaff Metropolitan Planning Organization (FMPO) federal funds and the obligation authority for federal funds in the amount of \$159,742.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 25344
Filed with the Secretary of State
Date Filed: 06/28/02
Betsy Bayless
Secretary of State

By: William J. Greenwald

II. SCOPE OF WORK

1. The City will:

- a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.
- b. Be responsible for any additional funds required to complete the project design.
- c. Invoice the State for 30% of the project design cost at the 30% level of completion.
- d. Invoice the State for 30% of the project design cost at the 60% level of completion.
- e. Invoice the State for 30% of the project design cost at the 90% level of completion.
- f. Invoice the State for 10% of the project design cost at the 100% project design completion stage after final project review is completed by City representatives.

2. The State will:

- a. Within 30 days after receipt and approval of invoices, advance the City HURF funds in the amount of \$126,000.00 in accordance with paragraph II.1.c., d. e. and f. above.
- b. Withhold from FMPO, federal funds and the obligation authority of federal funds in the amount of \$159,742.00.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The City assumes full responsibility for the acquisition of right-of-way, right-of-way plans, project design, plans and specifications, reports, construction and the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, and court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Flagstaff
Public Works Director
211 West Aspen Avenue
Flagstaff, AZ 86001


8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF FLAGSTAFF, ARIZONA

By 
JOSEPH C. DONALDSON
Mayor

ATTEST

By 
CAROLYN JAGGER
City Clerk

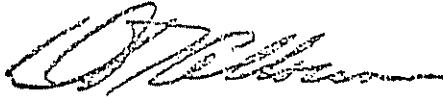
STATE OF ARIZONA
Department of Transportation

By 
MARY LYNN TISCHER, Director
Transportation Planning

RESOLUTION

BE IT RESOLVED on this 22nd day of June 2001, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona, that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Flagstaff for the purpose of constructing improvements to SR-66 HURF advance.

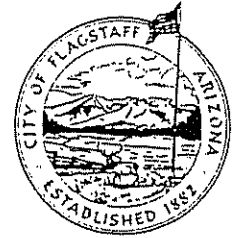
Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.



DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT



To: The Honorable Mayor and City Council

From: David Wessel, FMPO Transportation Planner, x230
FMPO, Community Development

Date: April 8, 2002

Meeting Date: April 16, 2002

TITLE: Consideration of Resolution No. 2002-04, authorizing an intergovernmental agreement (IGA) between the State of Arizona and the City of Flagstaff for the Route 66 temporary bus pullouts project funding for design.

RECOMMENDED ACTION:

Read Resolution No. 2002 - 04 for the first time by title only.
Adopt Resolution No. 2002- 04.

ACTION SUMMARY:

- By IGA with the County, the city is responsible for capital design and construction of bus pullouts.
- In order to initiate the redesign of the bus system, bus pullouts needed to be designed and constructed.
- The Flagstaff Metropolitan Planning Organization has funds available for this purpose.
- It is in the City's best interest to swap FMPO federal funds for state Highway User Revenue Funds to avoid lengthy, administratively intense federal requirements.
- An IGA with the state is necessary to effect the HURF exchange.

DISCUSSION:

Background/History:

- Enhanced transit operations was identified during the Vision 2020 and Regional Plan processes as an important transportation improvement
- Voters approved a transit sales tax in May 2000
- Enhanced operations were implemented in October 2001

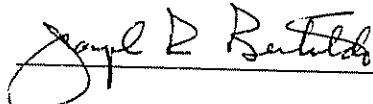
Key Considerations:

- The design work and construction are complete
- Funding will come from City allocated HURF funds if not from FMPO provided federal funds

APPROVAL OF THE CITY OF FLAGSTAFF ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF FLAGSTAFF and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 29th day of April, 2007.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

JANET NAPOLITANO
ATTORNEY GENERAL

1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

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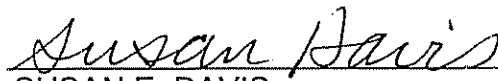
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR01-1123TRN, an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 24, 2002.

JANET NAPOLITANO
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:heh

Enclosure

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